

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Future Pact LLC

2. Registration Number

7074

3. Primary Address of Registrant

1276 Owen Pl, Apt. A, Washington, DC 20002

4. Name of Foreign Principal

Mr. Rogatien Biaou

5. Address of Foreign Principal3227 33rd Pl NW
Washington, DC 20008**6. Country/Region Represented**

BENIN

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☒ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

See Appendix for Response

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

06/09/2022Bruce Fryer/s/Bruce Fryer

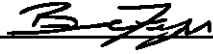
EXECUTION

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Date

Printed Name

Signature

_____	_____	_____ 
_____	_____	_____
_____	_____	_____
_____	_____	_____

Appendix

Response to Item 10(a)

The foreign principal is a businessman and member of the opposition in Benin. The foreign principal is touring Benin to highlight the need for good governance, accountability, and free and fair elections.

The foreign principal plans to hire a native French agency to support his tour of Benin (given Benin is a French-speaking country) and has asked Future Pact to assist primarily with project management and reporting.

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Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Future Pact LLC

2. Registration Number

7074

3. Name of Foreign Principal

Mr. Rogatien Biaou

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/07/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will primarily provide project management and reporting support to the foreign principal. If time permits, Registrant may conduct limited outreach to U.S. media, government officials, or NGOs. Please refer to the contract Appendix for a detailed Scope of Work and deliverables table.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Registrant anticipates limited to no political activities, but may conduct limited outreach to U.S. media, government officials, or NGOs.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

06/09/2022

Bruce Fryer

/s/Bruce Fryer

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

_____	_____	_____  _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Appendix

Response to Item 8

Item 8: Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will execute the scope of the agreement by providing the agreed upon services, tracking key performance indicators, and coordinating with the French agency (to be determined) and the foreign principal.

The initial contract is for a 3-month pilot program to support the foreign principal's democracy renewal tour in Benin. The Registrant is primarily managing project operations and reporting, but may conduct limited outreach to U.S. media, government officials, or NGOs.

The exact scope of work and method of performance is detailed in Appendix I of the contract filed with the FARA unit.

FUTURE PACT

07 June 2022

Supporting Hon. Biaou's Democracy Revival Tour

Hon. Rogatien Blaou
Alliance Patriotique Nouvel Espoir
Porto-Novo, Benin

Honorable Biaou,

Benin had been among the most stable democracies in sub-Saharan Africa, but President Patrice Talon began using the justice system to attack his political opponents after taking office in 2016, and new electoral rules effectively excluded all opposition parties from the 2019 parliamentary elections. Protests surrounding those elections were met with harsh restrictions on civil liberties, including an internet shutdown and deadly police violence against demonstrators.

President Patrice Talon is one of a new style of authoritarian leaders. Once rising to power on the back of Benin's exemplary democracy, he went to work slowly eroding democratic and constitutional norms. The last election was proof positive of the devastatingly effective ways Talon has undercut democracy at home.

It's time to take back democracy and deliver Benin from the hands of Talon. Working with your agency in Paris is an important first step and Future Pact is proud to support their team throughout the proposed three-month pilot and beyond.

Sincerely,



Bruce Fryer
Future Pact
bruce@futurepact.us



Standard Contract

Honorable Rogatien Biaou ("**Client**") has agreed to hire **Future Pact LLC**.

Pursuant to our discussions, please accept this letter of agreement to work on your behalf to support your country-wide tour to spark democratic revival in Benin.

Total Fees: **Client** agrees to pay **Future Pact** of a total of \$5,000.00 (Five Thousand) USD per month to cover services outline in the attached scope of work.

Payment Terms: This engagement between **Future Pact** and the **Client** will begin with the initial payment of \$10,000.00 USD for the first 2 (two) month period and an agreed upon legal & compliance fee. Additional expenses will be preapproved and billed separately and work will begin when the initial payment is made in full.

This agreement may be terminated by either party with 30 (thirty) days written notice and payment of all outstanding fees and expenses. Consulting fees will incur a 5 (five) percent late fee for every 30 (thirty) day period past due.

Expenses will be preapproved in writing by the client and billed separately monthly as described below:

- **General Expenses:** We do not bill our clients for regular in-house copying, postage, faxing, handling or other regular fees.
- **Significant Outside Vendors:** Significant outside vendor expenses such as private newswires, video recording and production, photography and printing, large copying or significant postage, etc. are charged separately as other direct costs (ODCs). Should any of these expenses be required, we will consult with you for prior written approval.
- **Telephone & Network Charge:** We do not bill for local telephone calls and standard technology expenses on a per-use basis. However, we do bill at cost for international call charges and any conference call charges.
- **Travel and Meals:** Travel and meal expenses will be billed at cost. **Client** shall cover expenses for all travel, lodging, meals for any travel *outside of the DMV area* and such incidental expenses agreed to between the parties to this agreement. Any travel expenses billed by **Future Pact** to **Client** will be billed at cost.
- **Scope of Services:** You are free at any time to expand or reduce the scope of work by notifying our management team as to the changes required in writing. In such cases, the fee shall be revised to reflect the new scope of work.



- **Confidentiality:** We agree to keep confidential all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved.
- **Contracting:** You agree not to hire any **Future Pact** employees or their agents independently for the period of this agreement and two years after its completion.
- **Indemnification:** Both parties to this Agreement agree to take commercially reasonable measures to limit the liability of both the **Client** and **Future Pact**. The **Client** hereby agrees to indemnify, defend and hold Future Pact, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by **Future Pact**, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents arising out of or in connection with the **Client's** performance of the **Client's** obligations and duties as described in this Agreement, except as caused by **Future Pact's** negligence, gross negligence or willful misconduct, including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any **Client** transaction and/or by any other person and/or as a result of the **Client** taking any action or refraining from taking any action or instituting or defending any action or legal proceeding. The **Client** further agrees to indemnify and hold **Future Pact**, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the **Client** performing its duties hereunder or the violation of these terms and conditions by the **Client**.

Likewise, **Future Pact** hereby agrees to indemnify, defend and hold the **Client**, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by the **Client**, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents arising out of or in connection with **Future Pact's** performance of **Future Pact's** obligations and duties as described in this Agreement, except as caused by the **Client's** negligence, gross negligence or willful misconduct, including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any **Future Pact** transaction and/or by any other person and/or as a result of the **Future Pact** taking any action or refraining from taking any action or instituting or defending any action or legal proceeding. **Future Pact** further agrees to indemnify and hold the **Client**, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of **Future Pact's** performing its duties hereunder or the violation of these terms and conditions by **Future Pact**.

- **Conflicts of Laws/Jurisdiction/Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws of District of Columbia (Washington, D.C.) without regard to its conflicts of laws principles. **Client** and **Future Pact** agree that any state or federal



court for or within the District of Columbia (Washington, D.C.) shall have exclusive jurisdiction over any disputes arising under or related to this Agreement and **Client** and **Future Pact** irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum. Any action for break of this Agreement, for enforcement of this Agreement, or for any cause of action purported to arise out of this Agreement must be commenced in the American Arbitration Association (AAA) in District of Columbia (Washington, D.C.).

- **Complete Agreement:** This Agreement is the complete agreement of the parties and supersedes any previous agreements, whether written or oral, between the parties. No agreement or understanding, oral or written, in any way modifies the terms and conditions set forth herein, unless noted as an addendum to this contract, dated after this contract, and signed by a partner of **Future Pact**.

Please sign this contract and return it to the email address given below and retain a copy for your records. Work will begin upon both parties' receipt of a fully executed copy of this contract and initial payment as outlined under payment terms. Payments may be sent by ACH or wire transfer as noted below:

For ACH Deposit(s):

Bank: nbkc bank

Bank Address: 8320 Ward Parkway, Kansas City, MO 64114

Beneficiary: Future Pact LLC

Account #: 8251460

Routing #: 101014869

For Domestic Wire Transfers:

For International Wire Transfers:





If needed, we can provide an invoice, with payment due immediately.

On behalf of the Future Pact Team, we look forward to a long and beneficial partnership.

I have read the above letter and agree and accept the terms and the conditions set forth therein.

Signature: 

Date: 07 June 2022

Bruce Fryer
Principal
Future Pact

Signature: 

Date: 07 June 2022

H.E. Mr. Rogatien Biaou
President
Alliance Patriotique Nouvel Espoir



Attachment A - Scope of Work (SOW)

As discussed, we have included a Scope of Work, which serves as guideposts for this engagement. While circumstances outside of our control may affect timelines and quantity of deliverables, we will endeavor to meet or exceed all expectations detailed below.

Deliverables

Future Pact will manage the process from start to finish in close collaboration with Pont Partners and the client. Future Pact will work closely with the team in Paris to ensure effective collaboration and reporting. We pride ourselves on our highly collaborative process and truly value the long-term partnerships we develop with our clients.

Project Management	Deliverables	Quantity
Operations	<ul style="list-style-type: none"> <i>Weekly coordination calls with Paris agency</i> <i>Weekly reporting for client</i> <i>Monthly Analysis & Reporting</i> 	<ul style="list-style-type: none"> <i>At least one call / week with Paris agency</i> <i>Weekly status update & coordination call w/ client</i> <i>Monthly Report</i>
U.S. Comms (as needed / time permitting)	Deliverables	Quantity
Media Relations	<ul style="list-style-type: none"> <i>Op-ed Development & Placement</i> <i>Interview Scheduling</i> <i>Media advisory services</i> 	<ul style="list-style-type: none"> <i>It is agreed these services will be performed on an as-needed basis, time permitting.</i>
TOTAL RETAINER COST:		\$5,000.00 monthly

Conclusion

Mr. Biaou's democracy revival tour is coming at a crucial time for Benin. Continued political consolidation by the Talon government threatens to extend Benin's democratic backsliding and we agree that now is the time for the country's opposition, civil society, and youth to make their voices heard.

We are honored to support your effort to revive democracy in Benin and thank you for the opportunity.